

## AMENDMENT

Reference is made to that certain Screen Actors Guild Employment of Performer for Limited Exhibition Film for Theatrical Motion Pictures dated as of August 5, 1999 (the "Limited Exhibition Agreement") by and between GROOVE, LLC ("Producer") and Hamish Linklater ("Player"), and to that certain Deal Memorandum dated as of August 5, 1999 (the "Deal Memo") by and between Producer and Player, and to that certain Side Letter dated as of August 20, 1999 (the "Side Letter"), which call for Player to provide certain services with respect to the motion picture currently entitled Groove (the "Picture"). For good and valuable consideration, receipt of which is hereby acknowledged, the parties hereby agree by this document (the "Amendment") to amend and supplement the Limited Exhibition Agreement, Deal Memo and Side Letter (collectively with the herein Amendment, the "Agreement") as follows:

1. Producer shall have the exclusive right to use and license the use of Player's name, sobriquet, photograph, likeness, voice and/or caricature and shall have the right to simulate Player's voice and appearance by any means in connection with the Picture and advertising, publicizing, exhibition and/or any other exploitation thereof in any manner and by any means, and in connection with commercial advertising and publicity for the Picture. Producer is also granted the further exclusive right and license, but only in connection with the role portrayed by Player in the Photoplay, to use and to license the use of Player's name, sobriquet, photograph, likeness, caricature and/or signature (collectively referred to herein as "name and likeness") in and in connection with any merchandising, commercial tie-ups and/or publishing undertakings. Producer shall own all results and proceeds of Player's services hereunder, including the copyrights thereof, and as such owner Producer shall have the right (among all other rights of ownership): (i) to include such results and proceeds in the Picture and in advertising and publicity relating to the Picture; (ii) to reproduce such results and proceeds by any present or future means; (iii) to combine such results and proceeds with photographs and recordings made by others for use in the Picture; (iv) to exhibit and perform such results and proceeds in theaters; on radio and television; by any and all forms and means of video devices, whether now known or hereafter devised, including, without limitation, videograms, audio-visual cassettes, Internet, discs and all other so-called "home video"; by any and all forms and means of electronic and/or interactive exploitation, including, without limitation, by any and all digital, optical and magnetic information storage and retrieval systems, floppy diskette-based software, CD-ROM, CD-I, and similar disc systems, interactive software and compact discs, on-line electronic or satellite-based data transmission, ROM Card, silicon chip and other such systems, computer and/or video games in any configuration (including, without limitation, cartridge-based and/or digital) and any other device or medium for electronic reproduction, publication, distribution or transmission, whether now known or hereafter devised in connection with the Picture; and in or by any other present or future media, for profit and otherwise, and for commercial or non-commercial purposes and purposes of trade; and (v) to license and assign its rights to any other person or producer. Without in any way limiting the foregoing, the results and proceeds of Player's services hereunder include any and all material, words, writings, ideas, "gags," dialogue, melody and lyrics composed, submitted or interpolated by Player in connection with the preparation or production of the Picture (hereinafter referred to as the "Material"). All of the Material, the copyright therein, and all renewals, extensions or reversions of copyright now or hereafter provided, shall automatically become the property of Producer, which shall be deemed the author thereof, it being agreed and acknowledged that all of the results and proceeds of Player's services rendered pursuant to the Agreement are a specially ordered and commissioned "work made for hire" within the meaning of the 1976 Copyright Act for the compensation provided in the Agreement, subject, however, to the provisions of the Screen Actors Guild agreement applicable to the services of Player. In the event that it is ever determined that the results and proceeds of Player's services rendered pursuant to the Agreement were not a "work made for hire," Player hereby irrevocably assigns, grants, transfers and conveys to Producer all right, title and interest in

and to such results and proceeds including, without limitation, the copyright therein, and all renewals, extensions or reversions of copyright now or hereafter provided.

2. Reference is made to the Screen Actors Guild Independent Producer's Limited Exhibition Letter (the "SAG Letter"), under which Producer is required to pay certain performers an amount equal to the difference between that performer's salary under the SAG Letter and the current salaries under the Screen Actors Guild Agreement for Low Budget Theatrical Motion Pictures. Under the Letter, such payment is due no later than the first date that the Picture is released or exhibited outside of the allowed markets. Accordingly, in consideration for the rights granted herein and Player's acting services in connection with the Picture, Player shall be entitled to receive an amount equal to the minimum amount required to be paid to Player pursuant to the SAG Letter, which shall be in addition to the amount payable under the Deal Memo, payable upon the later of (i) Producer's receipt of the entire advance payment payable under any distribution agreement Producer enters into with a major or mini major studio, or (ii) Producer's receipt of an executed copy of this Amendment. Notwithstanding anything else herein contained, the material terms of this Paragraph 2 including, without limitation, the contingent compensation under the Side Letter, shall be no less favorable than the material terms and the contingent compensation contained in any contract(s) or agreement(s) between Producer and any other actor performing in the Picture.

3. Upon condition that Player shall appear recognizably in the Picture as initially released, Player shall receive credit as follows:

3.1 On Screen: In the main titles of the Picture, on a single card, in alphabetical order; and in the end titles of the Picture, in order of appearance.

3.2 Paid Advertising: In the billing block portion of all paid advertising relating primarily to the Picture in alphabetical order.

3.3 Exclusions and Exceptions: Producer's obligation hereunder, if any, to accord credit in paid advertising shall be subject to usual and customary exclusions of Producer and/or any third party distributor(s) of the Picture, including, but not limited to, any of the following ("excluded advertising"): (1) group, list or institutional advertising; (2) teaser or special advertising; (3) outdoor advertising; (4) promotional material for exhibitors; (5) publicity, advertising or exploitation relating to the story or literary or dramatic material on which said Picture is based, its title, the authors or writers, the music, the composers or conductor, the director, any members of the cast, or similar matters; (6) any advertising or publicity written in narrative form; (7) a listing in the nature of a cast of characters; (8) trailer or other advertising on the screen; (9) radio or television advertising; (10) advertising one half page (or the equivalent Standard Advertising Units) in size or less; (11) window or lobby displays or advertising; (12) advertising relating to subsidiary or ancillary rights in the Picture (including without limitation, novelizations, screenplay and other publications, products or merchandising, soundtrack recordings, videocassettes, video discs and other home video devices and the covers, packages, containers or jackets therefor); (13) advertising in which no credit is accorded other than credit to one (1) or two (2) stars of the Picture and/or Producer and/or any other company financing or distributing the Picture; (14) advertising, publicity and exploitation relating to by-products or commercial tie-ups; (15) other advertising not relating primarily to the Picture; and (16) award, nomination, or congratulatory advertising relating to the Picture. Notwithstanding the foregoing, if any other principal cast member is accorded credit in an excluded ad, Player shall also be accorded such credit (except with respect to award or congratulatory ads). Producer will use reasonable efforts to contractually obligate the distributors with whom Producer contracts directly (including, without limitation, Sony Pictures Classics) to observe all credit requirements relating to Player as set forth in paragraphs 3.1, 3.2 and 3.3. Except as expressly set forth above, all matters regarding the credit to be accorded to Player hereunder shall be determined by Producer in its sole discretion. No casual or inadvertent failure by Producer to comply with the credit provisions hereof (by reason of shortage of time or otherwise) nor any failure by any third

party to comply with such credit provisions shall constitute a breach by Producer of the Agreement. Notwithstanding anything else herein contained, the material terms of this paragraph 3 shall be no less favorable than the material terms contained in any contract(s) or agreement(s) between Producer and any other actor performing in the Picture.

4. Player hereby irrevocably grants to Producer the right (but not the obligation) to adapt, use, refrain from using, dramatize, arrange, edit, vary, modify, alter, transpose, enhance, add to, subtract from, take from, translate, interpolate and otherwise change the results and proceeds of Player's services, or any part, element and/or component thereof, as Producer determines in its sole and absolute discretion. To the fullest extent allowable under any applicable law, Player hereby irrevocably waives and assigns to Producer the benefits of any provision of law known as "moral rights" or "droit moral," or any similar law in any country or territory throughout the world. Player expressly acknowledges that many parties will contribute to the Picture. Accordingly, if the above waiver or assignment by Player of "moral rights" or "droit moral" is not effective under any applicable law, then Player agrees to exercise such rights in a manner that recognizes the contribution of, and will not have an adverse effect upon, such other parties.

5. Player acknowledges and agrees that (i) in the event of Producer's alleged breach or breach of the Agreement, Player's sole remedy shall be at law for damages, if any. Player hereby waives Player's right to any and all claims for rescission, termination, or any other kind of injunctive or equitable relief pertaining to the results and proceeds of Player's services, the Agreement, the Picture, or any rights therein; and (ii) nothing in the Agreement or herein shall obligate Producer to use the results and proceeds of Player's services in any manner including, without limitation, in the Picture or to produce, advertise or distribute the Picture.

6. Player hereby grants to Producer any and all of Player's rights to authorize, prohibit and/or control the renting, lending, fixation, reproduction and/or other exploitation of the Picture by any media and means now known or hereafter devised as Player may have under applicable laws, regulations or directives, in any jurisdiction throughout the world, including, without limitation, any so-called rental and lending rights pursuant to any European Economic Community directives and/or enabling or implementing legislation, laws or regulations enacted by the member nations of the European Economic Community (collectively, "Rental and Lending Rights").

7. Player represents, warrants and agrees that:

- (a) Player is free to enter into the Agreement;
- (b) Player is not subject to any conflicting obligation or disability which will or might prevent or interfere with the execution and performance of the Agreement by Player;
- (c) the results and proceeds of Player's services rendered pursuant to the Agreement;
  - (i) are or will be original with Player, have not been and will not be exploited in any manner and/or medium except in the Picture, and are not in the public domain;
  - (ii) do not and will not infringe upon the copyright or any other right of any person or entity, and are not and will not be based in whole or in part on the life of any real person except as approved in writing by Producer;
- (d) Player is a member in good standing of such labor organization having jurisdiction hereunder, to the extent required by law and applicable collective bargaining agreements.

8. Producer shall have the right to assign the Agreement, as amended hereby, and any of the rights granted therein, in whole or in part, to any person, firm, corporation or entity, without limitation, but Producer shall not be relieved of any of its obligations hereunder unless such assignee is a major or mini-major studio or broadcast or cable TV network, or another similarly

financially responsible entity. Upon the assign's assumption of Producer's obligations with respect to the rights so assigned, Producer shall be relieved of all such obligations.

9. Producer's remedies in the event of any breach of the Agreement shall be cumulative and the exercise of one shall not preclude the exercise of any other remedy. Producer may recover by appropriate action or may offset and withhold from any compensation or payment payable to Player the damages to Producer resulting from any breach. Player acknowledges and agrees that the rights and privileges granted and agreed to be granted to Producer pursuant to the Agreement are of a special, unique, unusual, extraordinary and intellectual character, making them difficult to replace and giving them a peculiar value, the loss of which cannot be reasonably compensated in damages in an action at law; that, if Player shall breach any provision of the Agreement, Producer will be caused irreparable damage; and that, therefore, Producer shall be entitled as a matter of right, at its election, to enforce the Agreement and all of the provisions hereof by injunction or other equitable relief.

10. This Agreement shall be governed by, and construed in accordance with, the laws of the State of California applicable to contracts entered into and to be fully performed therein.

11. Any and all disputes arising out of or in connection with the Agreement or its performance or interpretation shall be exclusively settled by arbitration to be held in Los Angeles, California under the Rules of the American Arbitration Association (the "AAA Rules").

12. In the event Player is in actual or anticipatory breach of any provision of the Agreement and/or this Amendment, Producer shall be entitled to seek injunctive and other equitable relief to prevent and/or redress such breach as provided specifically in Paragraph 8 of this Amendment. In this regard only, Producer and Player hereby agree to submit to the exclusive jurisdiction of the United States District Court, Central District of California, and the Los Angeles County Superior Court, located in Los Angeles, California. Producer and Player agree that service of process by mail shall be effective service of same and such service shall have the same effect as personal service within the State of California and result in jurisdiction over the parties in the appropriate forum in the State of California.

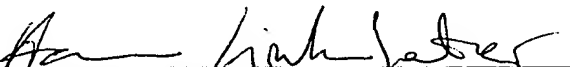
13. Producer and Player hereby acknowledge that the Agreement is subject to applicable provisions of Federal, State and local laws and governmental regulations and the provisions of any collective bargaining agreement covering the services of Player hereunder, and that the provisions thereof shall supersede the provisions of the Agreement only to the extent that they are inconsistent therewith.

14. As expressly amended and supplemented hereby, the Agreement is hereby ratified and confirmed, and all other terms and conditions of the Limited Exhibition Agreement and Side Letter shall remain in full force and effect. The terms of this Amendment shall apply regardless of the type of Screen Actors Guild agreement the Picture is controlled by or the services of Player fall under. In the event there is a conflict between the terms of this Amendment and the terms of

any Screen Actors Guild agreement which the Picture may fall under the jurisdiction of, the provisions thereof shall supersede the provisions of this Amendment only to the extent that they are inconsistent therewith. In the event there is a conflict between the terms of this Amendment and the terms of the Limited Exhibition Agreement, the Deal Memo or the Side Letter, this Amendment shall control.

AGREED AND ACCEPTED:  
GROOVE, LLC. ("Producer")

By: \_\_\_\_\_  
Its: \_\_\_\_\_

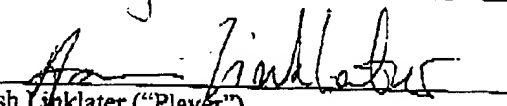
  
\_\_\_\_\_  
Hamish Linklater ("Player")

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